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1989 - 1991

AGREEMENT BETWEEN

Collingswood Borough

~~THE BOROUGH OF COLLINGSWOOD~~

AND

~~THE SUPERIOR OFFICERS OF COLLINGSWOOD~~

x January 1, 1989 - December 31, 1991

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PREAMBLE

This Agreement entered into this _____ day of _____, 1989, by and between the Borough of Collingswood, in the County of Camden, State of New Jersey, hereinafter referred to as the Employer; and the Superior Officers, hereinafter referred to as the Employees, has as its purpose the promotion of harmonious relations between the Borough and the Employees, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of the Rules and Regulations of the Borough of Collingswood.

LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred it by law of the Borough's Departmental Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both the Employer and the Employees to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law. Nothing contained herein shall be construed to deny or restrict, to any employee, such rights as he may have under any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

If any provision of this Agreement or application of this Agreement, to any Employee or group of Employees, is held to be contrary to Law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, however, all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws, except as such particular provisions of this contract modify existing Local Laws.

EMPLOYEE RIGHTS

The Employer and the Employees agree that they shall not directly nor indirectly discourage, deprive, nor coerce any employee in the enjoyment of any of the rights conferred by the United States and the New Jersey Constitutions and other Federal and State Laws. The parties further agree that they shall not discriminate against any employee with respect to his hours of work, wages, or any terms or conditions of employment, participation or lack of participation in any fraternal organization and its affiliates, collective negotiations with the fraternal organization, or his institution or lack of institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

A. A Superior Officer shall have the right to inspect his Personal File at reasonable times provided his request is made Twenty Four (24) Hours in advance and his immediate Superior shall be present at the time of the inspection.

B. If any alleged misconduct occurs, which the Chief of Police feels should be made part of the Superior Officers Personal File, a copy of same shall be made available to the Officer within Forty Eight (48) Hours and the Officers written response shall be placed in his Personal File.

MANAGEMENT RIGHTS

The Borough of Collingswood hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the Borough Government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means in the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees, to require compliance by the employees, is recognized.

4. To hire all employees and subject to the provisions of Law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause, according to Law.

6. To lay-off employees in the event of lack of work or funds, or under conditions where continuation of such work would be inefficient or non-productive.

7. The Borough reserves the right with regard to all other conditions of employment, not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments.

8. The Chief of Police or his designee shall post a work schedule based on a twenty (20) day work period.

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations and practices and the furtherance thereof, and be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A, or any other National, State, County, or Local Laws or Regulations.

RECOGNITION

The Borough of Collingswood hereby recognizes the Superior Officers as the exclusive majority representative for all permanent Superior Officers employed by the Borough Police Department within the meaning of the New Jersey Employer/Employee Relations Act, N.J.S. 34:13A-1.1.

EQUAL TREATMENT

The Borough and the Superior Officers agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

GRIEVANCE PROCEDURE

PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of the Superior Officers.

The term "Grievance" as used herein, means any dispute or controversy arising over the interpretation, application, or any alleged violation of the terms and conditions of this Agreement and may be raised by the Superior Officers on behalf of any individual employee or group of employees, or the Employer.

STEPS OF THE GRIEVANCE PROCEDURE:

Step One: The aggrieved employee or employees, or the Borough, shall institute action under the provisions herein within Thirty (30) working days of the occurrence of the grievance, to the immediate supervisor. The immediate supervisor shall make an earnest effort to settle the difference, for the purpose of resolving the matter informally. Failure to act within said Thirty (30) working days shall be deemed to constitute an abandonment of the grievance.

The immediate supervisor shall render a written decision within Fifteen (15) working days after receipt of the grievance.

Step Two: In the event the grievance has not been resolved in or at Step One, the employee or employees shall, in writing and signed, file the grievance with the Chief of Police within Five (5) calendar days following the determination of Step One.

The Chief of Police shall render a written decision within Fifteen (15) working days after receipt of the grievance.

Step Three: In the event the grievance has not been resolved in or at Step Two, the employee or employees, in writing and signed, shall file the grievance with the Borough Administrator within Five (5) calendar following the determination of Step Two.

The Borough Administrator shall render a written decision within Fifteen (15) working days after receipt of the grievance.

Step Four: In the event the grievance has not been resolved in or at Step Three, the employee or employees shall, in writing and signed, file the grievance with the Commissioner of the Police Department within Five (5) calendar days following the determination at Step Three.

The Commissioner of the Police Department shall render a written decision within Fifteen (15) calendar days following the determination of Step Three.

Step Five: In the event the grievance has not been resolved in or at Step Four, the employee or employees shall, in writing and signed, file the grievance with the Board of Commissioners within Five (5) calendar days following the determination at Step Four.

The Board of Commissioners shall render a written decision within Thirty (30) days from receipt of the grievance.

Step Six: In the event the grievance has not been resolved in or at Step Five, the matter will be referred to the arbitration process as herein provided:

A. In the event that the Employer or the Employees desire to submit a grievance to the Arbitration process, the following procedure shall be followed:

1. The party demanding mediation/arbitration shall serve notice of its intent on the other party (ies) within Ten (10) calendar days following receipt of the Borough Commissioners determination.

2. The party demanding mediation/arbitration shall request the New Jersey Board of Mediation to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey State Board of Mediation.

3. The cost of the service of the Arbitrator shall be borne equally by the Employer and the Superior Officers. Any other cost incurred shall be the responsibility of the party that incurred them.

4. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

5. The decision of the Arbitrator shall be final and binding upon the Employer and the Superior Officers.

A failure to respond at any Step in this procedure by the Employer or its Agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step.

VACATION

The following annual vacation leave, with pay, shall be granted each calendar year to those Superior Officers in full-time service with the Borough.

Commencing with the Seventh (7) month through the first year, Five (5) days vacation.

Commencing with the second (2) year through the Fourth (4) year inclusive, Eleven (11) days vacation.

Commencing with the Fifth (5) year through the Sixth (6) year inclusive, Twelve (12) days vacation.

Commencing with the Seventh (7) year through the Eighth (8) year inclusive, Thirteen (13) days vacation.

Commencing with the Ninth (9) year through the Tenth (10) year inclusive, Fourteen (14) days vacation.

Commencing with the Eleventh (11) year through the Twelveth (12) year inclusive, Fifteen (15) days vacation.

Commencing with the Thirteenth (13) year through the Fourteenth (14) year inclusive, Sixteen (16) days vacation.

Commencing with the Fifteenth (15) year through the Twentieth (20) year inclusive, Twenty (20) days vacation.

After the completion of Twenty (20) years of service, One (1) additional day of vacation each year shall be granted up to a total accumulation of Five (5) additional days.

A. Vacation scheduling will be the responsibility of the Chief of Police and shall be granted upon request with priority of dates according to seniority.

B. When a request for a vacation period has been approved by the Chief of Police, there shall be no change in the work schedule which would adversely affect the vacation plans of the Superior Officer, based on his work schedule at the time of the approval, unless there is a declared emergency which requires his presence and the Borough will then reimburse the Superior Officer for any expenditures made and not refundable.

C. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work, as determined by the Chief of Police, may be carried forward into the next succeeding year only. However, if in the second year, due to the pressure of work, as determined by the Chief of Police, the Superior Officer still has accumulated vacation time that will be lost, the Superior Officer has the right to sell back that time only.

D. Vacation time cannot be used for sick time without the express written consent of the Superior Officer.

E. Vacation time accumulated will be pro-rated for the current year and paid to any Superior Officer retiring, resigning, or being terminated for cause and will be part of his final paycheck.

F. After the first calendar year, September 1st shall be used as a cut off date in computing vacation.

SICK LEAVE WITH PAY

Sick leave is hereby defined as the absence of any Superior Officer from duty because of personal illness which prevents his doing the usual duties of his position.

Any Superior Officer who is absent for reasons that entitle him to sick leave shall notify his Superior promptly, but no later than one (1) hour before his usual starting time, except in cases of extreme emergency where he is unable to do so.

Failure to give such notice may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action. Sick leave shall be granted as per the following schedule:

6 Mos. through 2 Years	30 days sick leave
3 Years through 4 Years	60 days sick leave
5 Years through 6 Years	90 days sick leave
7 Years through 8 Years	120 days sick leave
9 Years through 10 Years	150 days sick leave
11 Years through 12 Years	180 days sick leave
13 Years through 14 Years	210 days sick leave
15 Years through 16 Years	240 days sick leave
17 Years through 19 Years	270 days sick leave
20 Years through 22 Years	300 days sick leave
23 Years through 25 Years	330 days sick leave
After 25 Years of Service	360 days sick leave

Sick leave shall only be accruable at the rate of Five (5) days per year, provided none of the above sick leave is used. Any sick time taken shall first be charged against the Five (5) accruable days for that year. The first Five (5) days of each of the abovementioned sick leave periods, or so many of them as shall not be used, shall accumulate from year to year.

Sick time charged shall be against time scheduled to work only.

If any Superior Officer is absent for two (2) consecutive days, the Borough may require acceptable evidence on the prescribed form. The nature of the illness and the length of time the employee was absent shall be stated on a Doctor's Certificate.

Abuse of sick leave will be cause for disciplinary action.

At the end of each calendar year, the Borough of Collingswood shall provide a written statement to the Chief of Police of each Superior Officers accrued sick leave.

A Superior Officer may apply his unused accumulated sick leave to early retirement from the services of the Borough, or he may receive 100% of his accumulated sick leave as additional severance pay.

PERSONAL HOLIDAYS

Each Superior officer covered herein shall be entitled to Fifteen (15) paid Personal Holidays per year, to be credited to him on January 1st, of each year.

A. Personal Holidays, not to exceed Two (2) may be used in conjunction with vacation time with the approval of the Chief of Police, provided they do not create a hardship on the work schedule.

B. Personal Holidays may be used in lieu of Sick Days when the sick time has been exhausted, with the approval of the Chief of Police and the Borough Commissioner.

C. Personal Holidays are not to be used in conjunction with Sick Days.

D. All Personal Holidays are to be used during the year in which they are granted. Where in any calendar year the Personal Holidays or any part thereof, not to exceed Five (5) days, are not used, the Superior Officer shall receive a Holiday Compensation Check totaling one day's pay for each Holiday not taken.

E. Holiday Compensation shall be paid in a separate check on the first payday after December 1st of each year.

F. Nothing contained in the preceeding paragraphs shall be deemed to give any Superior Officer the right to necessarily have any specific Holiday off. Request for specific Holidays off will be the responsibility of the individual Officer and will be determined early enough in the year in order to allow each Superior Officer an equal number of Holidays off.

G. Any Superior Officer leaving the Borough employment during the course of the year shall only be entitled to be paid for Personal Holidays accrued at the rate of one and one quarter (1¼) days for each month of service that year, less any Personal Holidays taken.

H. Superior Officers shall be entitled to One (1) additional Personal Holiday, that day being their Birthday and it must be taken within Thirty (30) days or lost.

INSURANCE

The Borough shall provide the following Health Insurance Plan for all full-time Superior Officers and their dependents, paid for in full by the Borough.

Blue Cross, Blue Shield, Rider J, and Major Medical

A. In Civil Actions, the Borough agrees to defend and to satisfy any judgement which may be rendered against any Superior Officer for the action arising out of his employment with the Borough.

B. The Borough will comply with N.J.S.A. 40A:14-155 with respect to defense of Superior Officers in action or legal proceeding arising out of or incidental to the performance of his duties.

C. When a Superior Officer retires with Twenty-Five (25) years of service, the Borough will continue to pay for his enrollment and his dependents, in the Health Insurance Plan.

FAMILY DENTAL PLAN

The Borough will provide a Dental Plan in accordance with or equivalent to the present plan from the New Jersey Dental Services Plan, Inc. - Program 1B.

UNIFORM ALLOWANCE

An annual Uniform Allowance, for the replacement and maintenance of clothing, shall be paid to all full time Superior Officers represented herein. This allowance will be paid directly to each Officer in a separate check on or about May 1st of each year, so that he may purchase and maintain clothing as needed, as per the following:

1989	\$900.00
1990	\$925.00
1991	\$950.00

A. All Superior Officers will be responsible for the purchase of clothing and equipment necessary for him to be properly uniformed and equipped within the meaning of such regulations as the Department may impose.

B. Superior Officers with less than one (1) year of service will be required to use their allowance in its entirety to purchase a basic uniform issue which will be stipulated by policy within the Department.

C. Whenever a new uniform change, for the entire Department is implemented by the Chief of Police or Borough Commissioners, the initial cost for the first issue shall be borne by the Borough, with no deduction to the Superior Officers uniform allowance benefit. This shall apply to the first issue of these items only.

LONGEVITY

Longevity pay will be issued to those Superior Officers in full-time permanent service with the Borough with Five (5) or more years of continuous service as per the following schedule:

5 Years of Service	2% of base salary
8 Years of Service	3% of base salary
12 Years of Service	5% of base salary
15 Years of Service	5.5% of base salary
20 Years of Service	6% of base salary

In computing Longevity the effective date shall be the date of hire and upon completion of the Fifth (5) year of service.

Longevity calculations will be made and become part of the Superior Officers annual salary.

COURT TIME

A Superior Officer shall be granted the following compensation for appearing, while off duty, in court or before a State Agency in any criminal, quasi-criminal, motor vehicle, or juvenile proceeding arising out of his employment, Twenty Five (\$25.00) Dollars for up to two (2) hours and overtime at the rate of time and one half ($1\frac{1}{2}$) for any time in excess of the two (2) hours spent in the aforesaid court appearance.

A. In the event the Superior Officer is required to furnish his own transportation for any such appearance, as referred to above, other than for an appearance in any court or agency in Collingswood, he shall be compensated for mileage at the rate of Seventeen cents (\$.17) per mile, less any compensation received by him from any other source for such travel expenses.

B. The compensation provided above shall be paid in the paycheck issued on the first payday following the month in which same has been earned and indicated as Court Time on the check stub.

BEREAVEMENT LEAVE

In the event of a death in the Superior Officer's immediate family, the Superior Officer shall be granted time off without loss of pay as per the following schedule:

A. Five (5) days off with pay in the event of death of the Superior Officer's Father, Mother, Spouse, Children or Foster Children.

B. Three (3) days off without loss of pay in the event of death of the Superior Officer's Brother, Sister, Mother-In-Law, Father-In-Law, Grandmother, Grandfather, Brother-In-Law, or Sister-In-Law.

C. One (1) day off without loss of pay in the event of the death of the Superior Officer's Grandchild, Son-In-Law, Daughter-In-Law, Aunt or Uncle.

D. If extenuating circumstances arise where more time off is required, the Superior Officer may request additional time off from the Chief of Police and the Borough Commissioners.

E. When such death leave is requested by a Superior Officer, it will be the responsibility of the Chief of Police to determine the validity of such request. The Chief of Police retains the right to require a copy of the death certificate for proof of death.

F. Bereavement Leave is not intended to provide additional personal days off, but is to be used during the period immediately following the death of a family member in accordance with the Officer's schedule.

OVERTIME/COMPENSATORY TIME

Overtime is defined as any time worked over and above the regular work schedule of the Department. Overtime will be paid at the rate of time and one half (1½) the employees regular hourly rate.

Compensatory Time shall accrue at the rate of time and one half (1½) up to a maximum of Four Hundred and Eighty (480) hours.

A. All overtime will be paid in accordance with the salary increment agreed upon for the current year of the contract.

B. When Overtime monies are paid out to an employee prior to the agreement of a salary increment, those monies will be increased by the appropriate amount of the awarded salary increment within Thirty (30) calendar days of the signing of the Agreement.

C. All provisions of this Agreement concerning salaries will be retro-active to January 1, 1989.

CALL IN TIME

Any Superior Officer having completed his scheduled work day and is dismissed at the end thereof, who is recalled to work, shall receive a minimum of Two (2) hours compensatory time even though he may work less than Two (2) hours.

WORKMENS COMPENSATION

If a Superior Officer is injured or becomes ill out of or during the course of his employment, the following procedure shall be followed:

A. The Superior Officer shall immediately notify the Chief of Police of the work related injury or illness.

B. If the Borough's Workmens Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the Superior Officer shall be paid his full pay for the first Forty-Five (45) scheduled working days following the date of the injury or illness and no charge shall be made to the Superior Officer's sick leave accumulation, provided the Superior Officer turns over to the Borough any checks received for temporary disability benefits.

C. After the first Forty-Five (45) scheduled work days from the date of the injury or illness, as defined above, the Superior Officer shall have the option to receive full pay, charging the difference to his sick leave accumulation, provided he turns over to the Borough his temporary disability checks; or he has the option to retain his Workmens Compensation Checks and not receive any additional monies from the Borough, in such event, there shall be no charge to the Superior Officer's sick leave accumulation.

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LAY OFF AND DISCHARGE

A. If a Superior Officer is laid off, he is to be paid for any earned, accumulated Vacation Time, Personal Holidays, and Sick Leave Time.

B. If a Superior Officer is discharged for cause, the Board of Commissioners shall determine whether or not he is to be paid for any earned, accumulated Vacation Time and Personal Holidays, depending upon the circumstances of his dismissal.

RESIGNATION

If a Superior Officer gives Two (2) weeks notice when he intends to resign, he shall be paid for any accrued Vacation Time and Personal Holidays, pro-rated for the current year.

If he does not give the proper Two (2) weeks notice, the Board of Commissioners shall determine whether or not he is to be paid for same.

SALARIES

It is acknowledged by and between the parties that the regular salary for Superior Officers shall be increased 6% in 1989, 6% in 1990, and 6% in 1991, as per the following schedule:

	<u>1989</u>	<u>1990</u>	<u>1991</u>
Lieutenant	36,754.07	38,959.31	41,296.87
Sergeant	33,412.49	35,417.24	37,542.27

In no event will the Sergeant's base salary be less than ten percent (10%) of the highest paid Patrolman's base salary.

In no event will the Lieutenant's base salary be less than ten percent (10%) of the highest paid Sergeant's base salary.

The Borough shall pay the above salaries on a bi-weekly basis provided all full-time Borough employees are paid in the same manner.

BONUS PAYMENT

Each Superior Officer working an annual number of 2,190 hours (approximately) shall receive a \$250.00 bonus to be paid on December 1, 1989.

Each Superior Officer working an annual number of 2,190 hours (approximately) shall receive a \$250.00 bonus to be paid on December 1, 1990 with the option to renegotiate this section if the Patrolmen are granted a higher or lower amount in their 1990 Contract.

Each Superior Officer working an annual number of 2,190 hours (approximately) shall receive a \$250.00 bonus to be paid on December 1, 1991 with the option to renegotiate this section if the Patrolmen are granted a higher or lower amount in the 1991 Contract.

This bonus is to be prorated based on the amount of time the Superior Officer works the rotating schedule due to transfer of duties or termination. *W.R.S.*

as of 6/7/89

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

DURATION

This Agreement shall be in full force and effect as of January 1, 1989, and shall remain in effect to and including December 31, 1991, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days, nor no later than one hundred and twenty (120) days, prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set
their hands and seals at Collingswood, New Jersey on
this 5th day of June, 1989.

FOR THE SUPERIOR OFFICERS

William R. Sheffield

William Elley

BOROUGH OF COLLINGSWOOD

Michael Brennan

attest:
Rita L. Pusano, Borough Clerk